

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION <b>0001</b>		3. EFFECTIVE <b>3-Jul-2001</b>		4. REQUISITION/PURCHASE REQ.		5. PROJECT NO.(If applicable)	
6. ISSUED <b>36 CONS/CC - UNIT-14040 BLDG ANDERSEN AFB  APO AP, GU 96543-4040</b>		CODE <b>FA5240</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  <b>ALL PROSPECTIVE OFFERORS</b>				<input checked="" type="checkbox"/> <b>F64133-01-R-0012</b>			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM <b>19-Jun-2001</b>			
				10A. MOD. OF CONTRACT/ORDER			
				10B. DATED (SEE ITEM			
CODE		FACILITY					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE CONTRACT ORDER NO. IN ITEM							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO							
D. OTHER (Specify type of modification and							
E. IMPORTANT: <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject where feasible.)  <b>POC: MSGT DENISE YOUNG</b>  <b>PHONE: (671) 366-3687</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				RAY BLOMQUIST/ CONTRACTING OFFICER			
15B.		15C. DATE SIGNED		16B. UNITED STATES OF		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY			
				(Signature of Contracting Officer)			

THE PURPOSE OF THIS AMENDMENT IS TO CORRECT THE PROPOSAL DUE DATE AND INCORPORATE THE FOLLOWING CHANGES/ADDITIONS INTO THE REQUEST FOR PROPOSAL.

A. RFP/SF 1449: CHANGE THE PROPOSAL DUE DATE TO READ: 16 AUG 2001 AT 4:00PM, GUAM LOCAL TIME. CHANGE ALL REFERENCES TO PROPOSAL DUE DATE TO INCLUDE: PAGE 1 OF 25, BLOCK 8, AND PAGE 9 OF 25.

B. RFP/SF 1449: CHANGE STANDARD FORM 1449, BLOCK 10, SIC CODE TO READ: 811213. SIZE STANDARD OF \$5 MILLION REMAINS UNCHANGED.

C. RFP/SF 1449: REPLACE PAGES 2 THRU 25 WITH THE ATTACHED REVISED PAGES 2 THRU 24, DATED 3 JUL 01, SHOWN AS ATTACHMENT 1 TO THIS AMENDMENT.

D. SOW: REPLACE PAGES 2 OF 66 THRU 24 OF 66 AND PAGE 44 OF 66 OF THE STATEMENT OF WORK WITH THE ATTACHED REVISED PAGE 2 OF 66 THRU 24 OF 66 AND 44 OF 66, DATED 3 JUL 01, SHOWN AS ATTACHMENT 2 TO THIS AMENDMENT.

**NOTE: THE REVISED PAGES 2 OF 66 THRU 24 OF 66 IS TO INCORPORATE THE PARAGRAPH NUMBERING LOCATED AT LEFT MARGIN.**

E. SOW: INCORPORATE THE ATTACHED PAGES 1 THRU 9 DEPARTMENT OF LABOR WAGE DETERMINATION NO: 2147, DATED 3 JUL 01, SHOWN AS ATTACHMENT 3 TO THIS AMENDMENT.

F. ALL APPLICABLE CHANGES ARE INDICATED BY A VERTICAL LINE IN THE RIGHT MARGIN.

G. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CONTINUATION SHEET

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SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Telephone Inside/Outside Plant FFP - Transition Period 02 Mar 02 thru 31 Mar 02 Purchase Request Number: F7SCM110730100 SIGNAL CODE A	1.00	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Basic Contract Period FFP - Performance Period: 1 Apr 02 - 31 Mar 03 To provide telephone inside and outside plant operation and maintenance services in accordance with the attached Statement of Work (SOW) as described in Attachment 1.	12.00	Months		

NET AMT

CONTINUATION SHEET

Solicitation No. F64133-01-R-0012  
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Telephone Inside/Outside Plant FFP - Option Year One: Performance Period: 1 Apr 03 - 31 Mar 04 To provide telephone inside/outside plant operations and maintenance service in accordance with the attached Statement of Work (SOW) as described in Attachment 1.	12.00	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	FFP - Option Year Two Period of Performance: 1 Apr 04 - 31 Mar 05 To provide telephone inside/outside plant operations and maintenance services in accordance with the attached Statement of Work (SOW) as described in Attachment 1.	12.00	Months		

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NET AMT

## CONTINUATION SHEET

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3001

12.00

Months

FFP - Option Year Three

Period of Performance: 1 Apr 05 - 31 Mar 06

To provide telephone inside/outside plant operations and maintenance services in accordance with the attached Statement of Work (SOW) as described in Attachment 1.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4001

12.00

Months

FFP - Option Year Four

Period of Performance: 1 Apr 06 - 31 Mar 07

To provide telephone inside/outside plant operations in accordance with the attached Statement of Work (SOW) as described in Attachment 1.

NSN S113-CO-MMA-7600

MILSTRIP F7SCM110730100

SIGNAL CODE A

NOTE: The maximum dollar amount available for this award, (plus four option years) is \$4,611,242.00). This amount does not include the Quality Assurance Personnel (QAP). No contract can be awarded if all offerors exceed the maximum dollar amount.

NET AMT

AGGREGATE TOTAL FOR CLINS 0001 THRU 4001

**SOLICITATION/CONTRACT CLAUSES****52.212-4 -- Contract Terms and Conditions -- Commercial Items.****(IAW FAR 12.301 (b)) (May 2001)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

### **52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.**

As prescribed in 12.301(b)(4), insert the following clause:

#### **Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

*[Contracting Officer shall check as appropriate.]*

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - ☐ (ii) Alternate I to 52.219-5.
  - ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).



- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- \_\_\_ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- \_\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- \_\_\_ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- \_\_\_ (ii) Alternate I of 52.225-3.
- \_\_\_ (iii) Alternate II of 52.225-3.
- \_\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☒ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_ (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- \_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- \_\_\_ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).  
[Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006)]
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- ☒ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (see DOD class deviation number 2000-O0006).

(End of Clause)

## 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor must submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and a valid vehicle insurance certificate to obtain a vehicle pass.
- © During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.
- (g) Failure to comply with these requirements may result in withholding of final payment.

## 52.217-9 -- Option to Extend the Term of the Contract.

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5

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years, 6 months.

(End of Clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the Basic period of performance . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the basic period or each subsequent option year,

until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 36 CONS/LGCB, Unit 14040, APO AP 96543.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.farsite.hill.af.mil>, or [www.arnet.gov](http://www.arnet.gov)

52.207-2	Notice of Cost Comparison (Negotiated)	FEB 93
52.217-8	Option to Extend Services	NOV 99
52.223-6	Drug Free Workplace	MAY 01
52.237-3	Continuity Of Services	JAN 91
52.242-13	Bankruptcy	JUL 95
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SOLICITATION PROVISIONS/REPS AND CERTS:

## 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2000)

**Notice: FAR 52.212-1 has been tailored as follows:**

- (a) Offerors must provide the original, plus three (3) copies of their complete and signed proposals, (excluding the SF 1449 - which can be provided in one copy). Additionally, offerors must submit their proposals in "Microsoft Word" format, on a 3 ½ inch IBM compatible computer diskette. (1) Paper layout must be 8 ½ by 11 inches; single sided, (or double sided if in ringed binder), with one-inch margins; 1 ½ line spaced; with print no smaller than ten-pitch. For the purposes of this solicitation, a page is defined as a printed side of paper. Binder size is limited to 1- ½ inches. Proposals are limited to 20 pages and must include the following:
- (i) **Price Proposal:** Completed Section 2, Contract Schedule. (Excluded from page limitation).
  - (ii) **Management Plan:** (limited to 12 pages)
    - 1. The offer will include, as a minimum, a transition plan, staffing plan, contingency plan, and a supervision plan.
    - 2. The offeror will include personnel information by attaching copies of resumes for company key personnel who will be associated with the contract. (Resumes are not included in page limitations.)
  - (iii) **Quality Control Plan:** (limited to 8 pages) The offeror must provide sufficient information to ensure proper levels of service and quality are met in accordance with the SOW. The Offeror must provide, as a minimum, a method of recording inspections and audits, reporting and responding to customer complaints, and a method of measurement for customer satisfaction.
  - (iv) **Past Performance Questionnaires:** The offeror must provide a complete list of references with their proposal, for relevant custodial services performed within the past three years from proposal due date that had an annual contract value equal to, or in excess of, \$100,000.00 per year. The offeror is responsible for forwarding the questionnaire to their previous employers/references for completion. Once the questionnaire is completed by the potential reference, it must be returned directly to the Contracting Officer listed in this solicitation no later than the date established for the submission of proposals. The Government will not be held responsible for ensuring offeror's references provide a questionnaire response. Any failure to provide a complete list of references meeting the established criteria may be cause to render a proposal nonresponsive. A complete lack of qualifying references for an offeror will result in an overall past performance rating of "not rated/no record", and will not, in itself, automatically eliminate an offeror from award consideration. (Completed questionnaires are excluded from page limitations).
- (b) The offeror agrees to hold the prices in its offer for 180 calendar days from the date specified for receipt of offers.
- (c) Offers that fail to furnish required representations or information, reject or change the terms and conditions of the solicitation may be excluded from consideration.
- (d) The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Contracting Officer reserves the right to discuss information dealing with this requirement and subsequent proposals with offerors, and to possibly limit the competitive range during the evaluation process for reasons of efficiency. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (e) **Data Universal Numbering System (DUNS) Number.** Offerors from outside of Guam must enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror is from outside the territory of Guam, and does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices from the Internet home page at

[<http://www.customerservice@dnb.com>]. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com). Guam offerors are exempt from CCR and DUNS requirements at this time, but are encouraged to submit a DUNS number, if available.

- (f) A Site Visit will be conducted on **18 July 2001, 9:00 A.M. (local time)**. Each offeror may send up to two representatives. The following requirements have to be met prior to any contractor being allowed entry into Andersen Air Force Base, Guam. The visit request must be on a company letterhead and include: the full name of individual(s) (last name, first name, and middle initial); social security number; title or position; place of birth; date of birth; country of citizenship; justification of visit (RFP number F64133-01-R-0012 Site Visit); and the date and duration of visit (estimated duration 9:00 – 11:00 A.M.). Visit requests must be submitted to MSgt Denise Young, no later than **17 July 2001, 2:00 P.M. (local time)** via fax at (671)366-1103. The Government will not provide transportation for the site visit. Offerors are not required, but are strongly encouraged, to attend. Failure to attend the site visit will not justify any request for contract price adjustment due to unknown site conditions at a later date. The Government is not responsible for any costs associated with an offeror's denial of entry to Andersen AFB due to security limitations or failure to comply with site visit requirements.
- (g) For those firms not attending the site visit, any questions to be answered during the site visit must be provided to MSgt Denise Young, Contract Specialist, by facsimile at (671)366-1103 or via e-mail [denise.young@andersen.af.mil](mailto:denise.young@andersen.af.mil) not later than **12:00 P.M. (local time) 17 July, 2001**. Questions which arise from attendees during the site visit must be submitted by e-mail or fax to MSgt Denise Young, no later than **12:00 P.M. (local time), 23 July 2000**. The Government will provide answers to all questions submitted to all prospective offerors via electronic amendment to the amendment.
- (h) Request for Proposal Number F64133-01-R-0012, and any subsequent amendment, will be issued electronically via the Federal "Biz Opps"/Electronic Posting System (EPS) web site. The Internet web site address is: <http://www.eps.gov>. Any problems with downloading the solicitation should be immediately reported to MSgt Denise Young, Contract Specialist, at (671)366-3687. Prospective offerors are encouraged to check the web site regularly for release of the solicitation and amendments, if any, thereto. We will not issue any paper copies of the solicitation or associated documents.
- (i) Proposals will be received at the issuing office until **4:00 P.M., (local time) on 16 August 2001**. Facsimile copies of proposals will **NOT** be accepted. Proposal containers (envelopes, box, etc.) must clearly identify the contents as follows: "Offer for Proposal No. **F64133-01-R-0012**." All offers are subject to such provisions, representations, certifications, and specifications as are attached or incorporated by reference. Offers must include signed acknowledgement of all amendments, as applicable, issued for this solicitation.
- (j) Late submissions, modifications, revisions, and withdrawals of offers:

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

**(End of provision)**

**FAR 52.212-1                      ADDENDUM**

Paragraph (b) is amended to read as follows: The offeror agrees to hold its offer firm for 180 calendar days from the date specified for receipt of offers.

**52.212-2    EVALUATION—COMMERCIAL ITEMS (JAN 1999)**

(a) The Government intends to award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Evaluations will be made using procedures similar to those provided for in the Performance Price Tradeoff, (PPT), technique. Past performance will be considered at least equal in importance to price with all other factors being judged for technical acceptability, and all factors other than price, when combined, are approximately equal to price. The following factors and subfactors will be used to evaluate offers for technical acceptability:

(1) Technical Proposal (consisting of:)

(i) Management Plan

To be acceptable, the Management Plan must:

- a) Provide a transition plan, which will familiarize, train and employ manpower to ensure minimized disruption in service.
- b) Provide a staffing plan, which will maintain qualified personnel levels when, affected by absenteeism and/or turnover.
- c) Provide a supervision plan with effective lines of communication and responsibility for the contract manager, quality inspector(s) and crew leader(s) (if applicable) to ensure, when required, independent operation.
- d) Provide a Contingency Plan which addresses the requirements of the Statement of Work.

*Assessment will be a pass/fail determination to achieving at least the minimal SOW requirements.*

(ii) Quality Control Plan

To be acceptable, the Quality Control Plan must:

- a) Provide an acceptable methodology for conducting inspections and performing audits to achieve contract requirements.
- b) Provide an acceptable process for reporting and responding to customer complaints.
- c) Establish a system for measuring levels of customer satisfaction.



*Assessment will be a pass/fail determination for developing a quality control plan.*

**(2) Past Performance Questionnaires:**

Evaluation shall be based on:

- i) Performance conducted within the past three years from date of proposal.
- ii) Relevant performance, similar in nature and scope to this acquisition, with a value greater than \$100,000.00 per year. Assessment will be rated based upon the six-tier system established under AFFARS Part 5315.305(a)(2). A Neutral rating will be given for any questionnaire not returned from a reference or on past performance received not reaching the relevant \$100,000.00 per year threshold.

**(b) Options.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options does not obligate the Government to exercise the option(s).

© Evaluation of commercial offers permits (but does not require) tradeoffs between price/cost and the past performance evaluation for technically acceptable proposals. The Contracting Officer will award a contract to the offeror providing a proposal that represents the best overall value to the Air Force (all factors considered). If an offeror submits a technically acceptable proposal with the lowest evaluated price; and also receives a past performance rating equal to, or exceeding, the highest rating of any other offeror's proposal to this solicitation; this lowest priced proposal will represent the "best value" to the Government. The Government reserves the right to award a contract to other than the offeror with the lowest evaluated price, if another proposal is evaluated with a higher past performance rating, and the price difference justifies consideration of a "tradeoff" between price and past performance ratings. In these cases, the selecting official will use good business judgement in making the best value award decision and document the file accordingly.

**(d)** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer whether or not there are negotiations after receipt, unless a written notice of withdrawal is received before award.

(End of clause)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they

were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned

that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or

offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier

and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be

accessed electronically at this/these address(es):

<http://www.farsite.hill.af.mil>, or [www.arnet.gov](http://www.arnet.gov)

**SOLICITATION PROVISIONS/REPS AND CERTS****52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2001)  
ALTERNATE I (OCT 2000) & ALTERNATE III (OCT 2000)**

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701©(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.
- (3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

**TIN-----**

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph ©(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph ©(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph ©(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph ©(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs ©(6) and ©(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph ©(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- 
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \* is, \* is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

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Average Annual

Number of Employees Gross Revenues

- \_\_\_ 50 or fewer \_\_\_ \$1 million or less  
 \_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million  
 \_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million  
 \_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million  
 \_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million  
 \_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million  
 \_\_\_ Over 1,000 \_\_\_ Over \$17 million

- (9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either—

- (A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or  
 (B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph ©(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

- (10)(Complete if the offeror has represented itself as disadvantaged in paragraph ©(2) or ©(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust

Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph ©(1) of this provision.) The offeror represents as part of its offer that—

- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph ©(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that—

- (i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and
- (ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

- (i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act—Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Balance of Payments Program—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act—Balance of

Payments Program—Supplies” and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program” and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:

**NAFTA Country or Israeli End Products**

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

**Other Foreign End Products**

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—North American Free Trade Agreements—Israeli Trade Act—Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:

### **Canadian End Products**

Line Item No.:-----

(List as necessary)

- (3) Buy American Act—North American Free Trade Agreements—Israeli Trade Act—Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:

### **Canadian or Israeli End Products**

Line Item No.:-----

Country of Origin:-----

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

### **Other End Products**

Line Item No.:-----

Country of Origin:-----

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such



products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

- (1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

**Listed End Product**

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**Listed Countries of Origin**

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- (2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

- (1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.  
(End of Provision)

## Section 1

### Description of Services

**1. INTRODUCTION.** All instructions and requirements defined and listed in this SOW are directed toward, and the responsibility of, the Service Provider unless otherwise noted as a Government responsibility or task. Provide communication services for the BTS at Andersen AFB, Guam and off-site facilities to include buildings 1, 34, 70, 72, 80, and the AAFES warehouse. Work at off-site locations is limited to premise wiring and CPE.

1.1. Provide personnel, equipment, tools, parts, materials, supervision, training, and other items or services necessary to perform operations and maintenance of the BTS, except for government furnished property and services identified in Section 3. Perform operations and maintenance on the switching systems, transmission equipment, ancillary equipment, CPE, as listed in Appendix 3, and Premise Wiring. The estimated quantities of work are listed in Appendix 2, Workload Estimates. All work performed by the Service Provider will meet commercial industry standards, the standards identified in the publications listed in Appendix 4, Applicable Publications and Forms, and local standards in Appendix 11. Do not perform work that will void manufacturer's warranty.

1.1.1. Use the existing Government-funded WIDTS contract for technical assistance, repair, and replacement of equipment, and related engineering service. Telephone instruments will be purchased through the WIDTS contract; any exceptions must be approved by the CSO. Provide a POC to the WIDTS contractor. See Appendix 10 for more detail on Air Force Logistics Support Items.

1.1.2. Vehicles. The Service Provider is responsible for providing and maintaining a sufficient number of vehicles to perform all work as outlined in this SOW. All vehicles will present a professional, neat and clean appearance, and be easily recognized. All vehicles are required to have the name of the service provider's logo on each side of the vehicle. Vehicles must comply with all operational and safety standards. All service provider vehicles shall comply with the Territory of Guam Licensing, Registration and Vehicle Safety Inspection requirements. The Service Provider operate vehicles to comply with base traffic regulations. All vehicles will be equipped with audible backup alarms.

#### 1.2. Requirements.

##### 1.2.1. Perform Maintenance.

Telephone Systems. Maintain the switching systems, MDF, IDF, ancillary equipment, and transmission equipment identified in Appendix 3 to the standards of manufacturer manuals listed in Appendix 4. Maintain a MSL to the standard of DISA Circular 310-70-1.

1.2.1.1. Premise Maintenance. Maintain premise wiring and CPE as identified in Appendix 3 to the standards of applicable publications listed in Appendix 4. All installations performed by other vendors that have been accepted and approved by the Government shall be accepted for maintenance. The CSO will be notified of any installation found to be incomplete or not installed according to industry standards. The BTS Service Provider will not be held responsible for completing the installation or bringing the installation up to industry standards and local standards, except as negotiated.

1.2.1.2. Scheduled Maintenance. Identify and coordinate with the CSO on any scheduled service outages. Such outages shall be scheduled at a time, which will cause the least inconvenience to users, based on user work schedules. Equipment/circuits must be formally released by the user prior to the service interruption. Identify scheduled service interruption requirements to the CSO at least 5 duty days in advance, and shall include in the notification the reason for the interruption, duration, start and stop times, and the equipment, lines, and buildings affected. Annotate on the MSL.

1.2.1.3. Preventative Maintenance Inspections. Perform PMIs according to Government provided schedule. The PMI schedule will be provided by 36 CS/SCMQJ, Maintenance Control.

1.2.1.3.1. Perform PMIs on the switching systems identified in Appendix 3 to the standards of manufacturer manuals.

1.2.1.3.2. Perform PMIs on the power systems identified in Appendix 3, to the standards of manufacturer manuals.

1.2.1.3.3. Perform electrical characteristics tests of the BDS cables IAW TO 31W3-10-15. Notify CSO of saturated and/or defective distribution cables with no available pairs. As required to support troubles and Communication Requirements.” BDS maintenance will be provided by the Government.

1.2.1.3.4. Reserved

1.2.1.3.5. Reserved.

1.2.1.3.6. Coordinate additions, deletions, and changes to PMIs with the CSO.

1.2.1.3.7. Record accomplishment of PMIs, to include date of PMI and initials of technician. Maintain these records in the workcenter files listed in Appendix 3.

1.2.1.3.8. Record malfunctions discovered during PMIs on the MSL, to include the equipment model/serial number, location of equipment repaired, description of malfunction, and corrective action taken to repair the malfunction.

1.2.1.4. Trouble Response. During normal duty hours trouble calls will be answered personally at a centralized Trouble Desk. After normal duty hours, 36 CS Maintenance Control will notify on-call personnel. The advertised customer service number to the Trouble Desk at Andersen is 119. See Appendix 2 for workload estimates.

1.2.1.4.1. During normal duty hours: Within 1 hour after notification of trouble, determine the scope of the problem. If other than routine, advise the CSO and provide an estimated restoration time.

1.2.1.4.2. During other than normal duty hours: Within 2 hours after notification of trouble, determine the scope of the problem. Advise the CSO and provide an estimated restoration time.

1.2.1.4.3. Notification of switch/system troubles shall not be through a continuous direct line to the switching system for security reasons. Comply with telephone switching security to the standards of AFSSI 5033. Appendix 4

1.2.1.5. Trouble Restoration. The Restoration Priority List shall take precedence unless overridden by the CSO. Restore service within the specified time listed below from the time the Service Provider determines, or advises the CSO of, the scope of the problem. (Definitions are in Appendix 1. See Appendix 2 for workload estimates.) (Ref. 36 ABWI 33-101, attachments 1 and 2.)

Emergency Trouble: Within 2 hours.

Catastrophic Trouble: Within 4 hours.

Serious Trouble: Within 6 hours.

Routine Trouble: Within 1 duty day.

1.2.1.5.1. For troubles other than routine, notify CSO upon restoration of service providing the time service was restored and a description of repair action.

1.2.1.5.2. Determine if a malfunction is in the Service Provider-maintained system/equipment. If the malfunction is not in the Service Provider-maintained system/equipment, immediately notify the CSO. The Service Provider is not responsible for telephone instruments not furnished by the Government or the Service Provider. The Service Provider will be responsible for the cost of service calls of outside telecommunications vendors when a system/equipment malfunction is later determined to be in the Service Provider-maintained system/equipment.

1.2.1.5.3. Exceptions to time limits may be allowed with approval from the CSO. In such cases, the work will be completed within the time specified by the CSO.

## 1.2.2. Operate Systems.

1.2.2.1. Operate switching systems identified in Appendix 3 to the standards of manufacturer's manuals.

1.2.2.2. Perform System/Data Administration on all equipment and software associated with the BTS specified in Appendix 3. Database changes will be accomplished per time frames indicated within paragraph and subparagraphs of 1.4, Communications Requirements.

1.2.2.3. Perform traffic measurements and analysis/studies for the switching systems. Maintain a record of SPMS. Compile and report system trends on telephone switchboard console data, circuit reliability, system reliability, system response times, system/hardware utilization (CPU, memory, throughput, etc.), and system availability as requested by CSO. Appendix 6

1.2.2.4. Defense Switched Network (DSN). Provide DSN service IAW Chairman, Joint Chiefs of Staff Instruction (CJCSI) 6215.01, Enclosure A, paragraph 18, and Enclosure F.

1.2.2.5. Receive, evaluate, and activate DISA authorized pre-engineered DSN changes, notify affected agencies, and document actions taken. Notify DISA and CSO upon completion of any DISA directed updates. Provide a POC to DISA. Appendix 2

## 1.2.3. Perform Support.

1.2.3.1. Leased Communications (LC). Manage the Base Telephone Control Officer (TCO) program for the CSO to the standard of AFI 33-111.

1.3.3.1.1. Receive, consolidate, and provide billing data from commercial vendors (NCTS/FTS-2001, MCV, and GTA) to Andersen AFB Units for validation and subsequent forwarding to the 36 CS Resource Advisor. Coordinate with Resource Advisor for billing suspenses.

1.3.3.1.2. Obtain Personal Identification Numbers (PIN) from NCTS and manage control and issue of these PINs for Andersen. Obtain official traveling Calling Cards from NCTS and manage control and issue of these Cards for Andersen. PINs and Calling Cards are used for accessing the FTS-2001 long distance service.

1.3.3.1.3. Initiate AF Form 9 to 36 CS Resource Advisor for Television Cable service (provided by MCV). Receive, log, and notify MCV of troubles.

1.3.3.1.4. Process and coordinate communications requests from and to GTA for telecommunications services. Identify and forward Leased Lines records for Reciprocal Lease-reimbursement from GTA for using Government cable for unofficial lines (Banks, BX, Contractors, etc.) to 36 CS Resource Advisor.

1.2.3.2. Backup Emergency Generators. Activate generators within two hours in buildings 25008 and 2616 in the event of the auto switching function failure. BCE function will provide generator training to Service Provider employees.

1.2.3.3. Service Provider Support for Government Engineering and Installation. Provide technical support efforts to include an interchange of information about technical parameters and capabilities of the BTS, locate and identify building terminals and/or communication rooms, and verify cable record information. This effort includes setting of equipment options to determine proper operational conditions, restoration of service to existing equipment, establishment of service to new facilities, or transfer from one system to another system. Also includes support of hardware and software upgrades, which may occur during this contract. Coordinate with the Government CSO during any BTS reconfigurations, relocations, expansions, and upgrades provided by Government personnel or other Government contracts.

1.2.3.4. Service Provider Support for other Vendors. Provide escort (see Appendix 2). Provide technical interface and equipment interface (to include trouble shooting circuits that are part Air Force/part vendor) with Navy technicians, lodging switch maintenance personnel, local telephone, and long distance carriers for service operation, cutover of services to new facilities, and restoration of long haul and other Government leased circuits associated with the Telephone Switching System(s). See Appendix 2 included in troubles.

1.2.3.5. Design Drawings. Review proposed facility design drawing(s) and provide comments to CSO ensuring communications requirements are met and technically sound within five working days upon receipt of drawing(s).

#### **1.2.4. Establish and Maintain Records.**

1.2.4.1. Work Center Records. All records and documents completed under this contract are the property of the Government. Tasks are not complete until all records have been updated. Work Center file plan will be approved by the Functional Area Records Manager, located in 36 CS/CSS, and maintained IAW AFM 37-123. Training for this task will be provided by the

Government (Appendix 3).” All records shall be made available on-base for Government inspection, review, and use by the CSO, CO, QA Personnel, and other personnel authorized by the CSO. The Service Provider is responsible for correcting and updating any record found to be in error during the term of the contract. At the completion of the contract, all finalized records and record generating software will remain located as designated by the CSO. The Service Provider shall be responsible for creating and/or maintaining on-site work center records as follows:

- a. PMI Inspection Records (1.3.1.4.7)
- b. MSL (1.3.1.4.8 and see definitions)
- c. Maintenance/Repair Logs (1.3.4.2)
- d. CSIR (1.3.4.3)
- e. WO (1.3.4.4)
- f. CAIRS or equivalent (1.3.4.5)
- g. Quality Control Inspection Records (4.3.2)
- h. Switching System (1.3.4.6)
- i. Air Force Logistics Support Spares Records (1.3.4.7)
- j. Traffic Measurement Records (1.3.2.5)
- k. Equipment Inventory Records (3.2.1)
- l. System Security Audit Report (1.3.4.8)

1.2.4.2. Trouble Log. Initiate and maintain an accurate and readable BTS Trouble Log to show all trouble actions performed during each 24-hour period as a result of trouble report actions or scheduled/unscheduled outages. Include as a minimum:

- a. First and last name of the person reporting the trouble.
- b. Time the trouble was reported (start time).
- c. A short description of the trouble.
- d. Identification of the customer/user by station line affected (telephone number or circuit number).
- e. Location of equipment (building and room number, etc.).
- f. Time technician(s) was dispatched.
- g. Time trouble was corrected (stop time) and the name of person contacted to close the trouble.
- h. Corrective action(s) taken.
- i. Priority (emergency, catastrophic, serious, or routine).

1.2.4.3. Communications-Computer Systems Installation Records. Update three copies of the Communications-Computer Systems Installation Records (CSIR) IAW AFI 21-404, para. 5.1 when any change or action affects an existing record or upon the detection of an error.

1.2.4.4. WO. Maintain an accurate record of all WO. Include the times and dates requests were received, the survey completion date, the time the work started and was completed, and the number of man-hours used, and location/office where the WO was performed.

1.2.4.5. CAIRS or equivalent. Update database to include circuit, line, cable, premise, and trouble ticket information. The backup medium will be created, stored, and maintained by the Service Provider for the time specified by the File Plan (see Appendix 3). The database used on-site is Cable Assignment Information Retrieval System (CAIRS) manufactured by Unique Communication.

1.2.4.6. Switching System Records. Maintain and update the switching system records, which includes but is not limited to all hardware and/or software upgrade records, as well as equipment historical records. Historical records are kept on an AFTO Form 92.

1.2.4.7. Air Force Logistics Support Spares Records. Maintain and update the Air Force Logistics Spares records. Records include spares inventory list and spares replacement log:

- a. Spares inventory list shall include, as a minimum, PEC, serial number, description, quantity, and vendor.
- b. Spares replacement log shall include, as a minimum, name of person calling and called personnel, time, requesting description, Material Return Authorization (MRA) number, equipment item's PEC and serial number, shipping date, and material return date.

1.2.4.8. System Security Audit Report. The audit reports will contain the requirement listed in AFSSI 5033 to the extent that system/switch will permit.

### 1.3. Communications Requirements.

1.3.1. Standard telephone instruments included on work orders will be analog push-button (e.g. M8004) and will be provided by the Service Provider from the WIDTS contract. Customers will purchase enhanced (e.g. digital, hands free, speaker, hearing impaired devices, etc.) type telephones through the Service Provider.

1.3.2. Communications Requirements Receipt, Surveys, and WO Preparation. Communications Requirements are submitted on a 36 ABW Form 10 or an AF Form 3215. Requirements and priority are coordinated, validated, and submitted through each unit's TCO. Document a technical solution in the form of a WO for all Communications Requirements. Comply with the following procedures and requirements for WO:

1.3.2.1. Priority or Emergency WO may be re-validated by the CSO. The CSO is authorized to reclassify/reprioritize WO. Normally WO are completed in order received, although minor programming changes may be completed ahead of larger WO. Comply with the following time limits from the time of receipt of the WO:

1.3.2.1.1. **Routine.** Complete routine WO within **10 duty** days.

1.3.2.1.2. **Priority.** Complete priority WO within **3 duty** days.

1.3.2.1.3. **Emergency.** Respond to emergency WO within **1 hour** of notification and complete the WO within **4 hours** of receipt of the WO.

1.3.2.1.4. Exceptions to time limits may be allowed, with approval of the CSO. In such cases, complete work within the agreed time.

1.3.2.2. WO placed under the contract will contain the following information, consistent with the contract terms:

- a. Date of preparation.
- b. WO number.
- c. Description, quantity ordered, building number, and room number.

- d. The WO priority and established completion time.
- e. Any other pertinent information.

1.3.2.3. The Service Provider has 24 hours, from receipt of WO, to reject a routine or priority WO and 2 hours to reject an emergency WO. Reasons for rejection must be provided in writing to the CSO. The CSO will provide the WO and reasons for rejection to the CO, for determination as to whether or not the WO is within the terms and conditions of the contract. Upon CO determination, the WO will either be reissued or canceled.



## Section 2

### Service Delivery Summary

**2.1. Performance Objectives and Measurements.** The following Service Delivery Summary (SDS) identifies the performance objectives and performance measurements for critical tasks associated with providing support services for BTS in support of the 36th Communications Squadron at Andersen AFB. The SDS provides the Service Provider with information on contract requirements and expected level of performance.

**2.2. Methods of Surveillance.** Methods of surveillance will be developed based on acceptance of the Service Provider's Quality Control plan, which establishes the metrics to be used. Using the methods of surveillance, a Government Quality Assurance Surveillance Plan (QASP) will be developed. The QASP will also specify how inspection and acceptance of services is to occur. The metrics and QASP will be developed after contract award, but prior to start of performance.

**2.3. Government Quality Assurance.** Contract performance will be surveilled to determine if it meets the contract standards. A variety of surveillance methods may be used.

**2.4. Performance Evaluation.** Performance of a service will be evaluated to determine whether or not it meets the performance requirements of the contract. When the performance requirement is not met, the CO will issue a Contract Discrepancy Report to the contractor (or equivalent for MEO). The contractor shall respond to the Contract Discrepancy Report IAW CO instructions and return it to the CO within 15 calendar days of receipt.

<b>2.5. GENERAL</b>			
<b>ID #</b>	<b>Performance Objective</b>	<b>SOW Para.</b>	<b>Performance Threshold</b>
2.5.1	Quality Control Plan	4.3 and sub-paragraphs	Performance shall be IAW Service Provider submitted Quality Control Plan (QCP) as approved by CO and FC.
2.5.2	Correct discrepancies identified by SPMS to maintain performance at or above standards set within NTP 297-1001-330.	1.3.2 and sub-paragraphs	NTP standards are met 90% per month; never to drop below 96% overall switch performance rating (top header)
2.5.3	Perform PMIs	1.3.1.4 and sub-paragraphs	95% on time; no items deferred over 30 Days
2.5.4	Install new services. Change or delete existing services IAW established timelines.	1.4 and sub-paragraphs	100% completed on time
2.5.5	Identify, isolate, and correct telephone system troubles and circuit outages to maintain performance at or above standards set within commercial operational manuals; respond and restore IAW 36 ABWI 33-101 and SOW.	1.3.1.5 and sub-paragraphs.  1.3.1.6 and sub-paragraphs.	100% response time met 95% restoral time met

### **Section 3**

## **Government Furnished Property and Services**

3. **GENERAL.** The Government will provide the facilities, equipment, and materials identified in Appendix 3 and the services listed below.

#### **3.1. Government-Furnished Property.**

3.1.1. Government-Furnished Facilities. Government facilities have been inspected for compliance with OSHA. All identified hazards are listed in Appendix 3. Service Provider will be liable for abatement costs if entering into areas where stagnant asbestos has been identified. Should additional hazards be subsequently identified, the Government corrects OSHA hazards according to Andersen base-wide Government developed and approved plans taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contract initiative. The fact that such conditions have been identified does not warrant or guarantee that no other hazards exist. All excess/unutilized government-furnished facilities will revert to the government for utilization. Service providers must notify 36 CES/CERR (through the QA) of any unutilized space.

3.1.2. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Service Provider. The Government will assume no liability or responsibility for the Service Provider's compliance or noncompliance with such requirements, with the exception of the aforementioned responsibility to make corrections according to approved plans of abatement subject to base-wide priorities.

3.1.3. Prior to the Service Provider performing any modification of facilities, notify the CO and submit to QA personnel an AF Form 332, Base Civil Engineer Work Request, describing in detail the proposed modification. AF Form 332 shall have appropriate coordination of required agencies, specifically, Fire, Safety, Bioenvironmental and the 36 CES Environmental Flight. No alterations to the facilities shall be made without an approved AF Form 332 and specific written permission from the CO. All alterations and modifications of facilities shall be pre-approved by the Base Civil Engineer.

3.1.4. Return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall only be used in the performance of this contract. Designate, in writing, a primary and alternate facility manager and submit updates as changes occur. The government will provide facility manager training.

#### **3.2. Government-Furnished Equipment.**

3.2.1. Equipment Inventory. The Service Provider and QA personnel shall conduct a joint inventory of all GFE listed in Appendix 3 no later than 14 calendar days after contract start date, 30 days prior to the exercise of all subsequent option years, and upon contract completion. If the Service Provider does not participate in the inventory, the listing shall be accepted as accurate in the stated condition of equipment provided by the Government. The Service Provider shall sign a receipt for all equipment provided by the Government. The Service Provider and QA personnel shall jointly determine the working order and condition of all equipment. Items of equipment missing or not in working order shall be identified to the CO in writing. If during the inventory the Government and the Service Provider do not agree on the condition or working order of the equipment, then this disagreement shall be treated as a dispute pursuant to the clause of this

contract entitled "Disputes." GFE deemed to be no longer useable or required by the Service Provider shall be verified by QA personnel and returned to the Government. Service Provider is responsible for maintaining GFE inventory levels.

3.2.1.1. Automatic Data Processing Equipment (ADPE). The Government will provide ADPE as listed in Appendix 3. Do not use Government furnished ADPE or services for non-contract related purposes. The Service Provider shall be responsible for maintaining and replacing ADPE. GFE no longer useable or required shall be returned to the Government.

3.2.1.2. Test, Measurement, and Diagnostic Equipment (TMDE). The Government will provide TMDE as listed in Appendix 3. Do not use Government Furnished TMDE or services for non-contract related purposes. The Service Provider will be responsible for maintaining and replacing TMDE. GFE no longer useable or required will be returned to the Government. Government furnished TMDE will be maintained to the standards of 36 ABWI 21-101.

3.2.1.3 Vehicles - **This section deleted -**

3.2.2. Equipment Accountability. Service Provider will assign individuals to be the primary and alternate Equipment Custodian for GFE that is accountable during the performance of this SOW. Duties are specified in AFMAN 23-110 and AFI 33-112.

3.2.3. Disposition of Property. When Government-furnished property is determined to be beyond economical repair, the QA Personnel will certify/record the completion of the disposition. Upon completion of the contract, all remaining Government property will be reported to the CO according to FAR 45.6.

3.3. **Government-Furnished Materials**. The Government will furnish the materials listed in Appendix 3 at the start of the contract. The initial stock of materials will be inventoried no later than 5 workdays after contract start. This inventory will be conducted by QA Personnel and will be accompanied by the Service Provider. Any missing items will be annotated on the inventory and the CO notified. Any disagreements between the Service Provider and the QA Personnel on the materials inventory will be treated as a dispute under the contract clause entitled "Disputes." Materials supplied may not be everything required for performing the job. The Service Provider will be responsible for keeping enough materials on hand for the performance of the contract according to its terms.

3.3.1. Government-Furnished Records, Files, Documents, and Work Papers. The Government will furnish records listed in Appendix 3. All records, files, documents, and work papers provided by the Government or generated in support of this contract are Government property and will be returned to the Government at the end of this contract.

3.4. **Government-Furnished Services**.

3.4.1. Utilities. The Government will furnish electricity, water, sewage, and air conditioning for Government facilities.

3.4.2. Postal. The Government will provide on-base mail distribution. The Base Information Transfer Center is for Official Government Use only and will be used in support of this contract for Service Provider's business use only.

3.4.3. Telephone. Telephone use is limited to matters related to the performance of this contract.

3.4.4. Refuse/Recycling Collection. The Government will provide pre-positioned dumpsters and collection bins for refuse and recycle products. The Service Provider will be required to comply with all base-recycling programs.

3.4.5. Government Facilities Maintenance. The government will provide routine facility maintenance and repair to cover normal wear and tear and severe weather damage. 36<sup>th</sup> CES will respond to work requests according to government priorities. Damage caused as a result of service provider operations or negligence shall be repaired at the Service Providers expense. In the case of service provider liability, costs for repairs performed by the government will be deducted from the service provider's payment.

3.4.6. Base Civil Engineering. The Government will provide fire prevention and protection, inspection and maintenance of Government-furnished fire extinguishers and systems, and pest control.

3.4.7. Industrial Hygiene Service. The Bioenvironmental Engineering Service, 36th Medical Group, Andersen AFB, will provide an annual evaluation of GFE, materials, and facilities that may produce adverse health effects. These evaluations are intended to ensure the equipment is meeting design criteria, as in the case of industrial ventilation systems, or to identify equipment which may be potentially harmful to the health of the Service Provider's employees, i.e., noise producers, ionizing and non-ionizing radiation emitters.

3.4.8. TMDE Calibration. The Government will provide calibration services for Government-owned TMDE.

3.4.9. Electronic Mail and Internet Access. The Government will provide electronic mail and Internet access to the Service Provider providing that Service Provider possesses a current National Agency Check or equivalent clearance. The Service Provider will use these services only in the performance of this contract. The Service Provider will not establish any external network connectivity. The Government may limit or restrict these services at any time. Loss of these services will not serve as an excuse for failure to perform and will not serve as a basis for change in price.

3.4.10. Emergency Medical Service. The Government will provide emergency medical treatment and emergency patient transportation service for Service Provider personnel who are injured or become critically ill during the performance of this contract. The Service Provider will reimburse the Government for the cost of medical treatment and patient transportation service at the current inpatient or outpatient treatment rate, as appropriate.

3.5. **Forms and Publications.** Forms and publications required by the Service Provider are provided electronically through the World Wide Web at <http://afpubs.hq.af.mil>, or through the Andersen AFB Intranet at <http://intranet.andersen.af.mil/andersen.htm>. The DISA Circulars are available electronically at [www.disa.mil/pubs](http://www.disa.mil/pubs), or a hard copy can be obtained by submitting a request letter to the CO. Forms and publications required are listed in Appendix 4.

3.6. **Technical Orders (TOs).** Required TOs are listed in Appendix 4. Some TOs required by the Service Provider are provided electronically through the World Wide Web at <http://www.pdsm.wpafb.af.mil/toprac/to-syste.htm>. If not available electronically, a TO account will be set up, and TOs will be provided in hard copy. These TOs remain the property of the

Government, and will be returned to the unit TO Distribution Office when no longer needed or required. TOs will be maintained to the standard of TO 00-5-2.

**3.7. Commercial Manuals.** Required Commercial Manuals are listed in Appendix 4. The NTPs are available on CD-ROM through the WIDTS contract (see Appendix 10).

**3.8. Government Provided Training.** The Government will provide the training listed in Appendix 3. This training is mandatory for employees identified in the "Attended By" column below. Requests for initial training will be submitted to the CO no later than 10 workdays after contract start date, unless mandatory completion dates dictate otherwise. The Service Provider may request additional Government training/certification, at Service Provider expense, through QA personnel.

## Section 4 General Information

**4. GENERAL INFORMATION.** Provide personnel, equipment, tools, materials, vehicles, specialized test equipment, supervision, and other items and services necessary to perform services defined in this SOW, except as specified in Section 3, Government-Furnished Property (GFP) and Services.

### 4.1. Management Plans.

4.1.1. Strike Plan. Formulate and submit a written work force strike plan for review and acceptance not later than the pre-performance conference. The strike plan will specifically address the Service Provider's strategy to continue service during any labor disputes. Changes will be submitted to the CO and QA Personnel within 30 days after changes occur.

4.1.2. Contingency Planning. Develop and maintain a Contingency Plan for continuation of services during periods of crisis, such as declared or undeclared war, or natural disaster that fulfills the intent of the standards outlined in DoDI 3020.37, Continuation of Essential DOD Contractor Services During Crisis, and OPLAN 32-1, 36ABW Disaster Preparedness Plan. Provide one copy of the final Contingency Plan to the CO not later than 30 days following the contract award date. Support Andersen AFB contingencies, as informed by the CO. Submit Contingency Plan changes to the CO within 30 days after changes occur. Contingency requirements during periods of crisis will be addressed separately from the basic CLIN.

4.1.3. Exercises and Special Events. Exercises and Special Events are identified in Appendix 8. Support for these events will be included in the firm fixed price of this contract.

4.1.4. Transition Plan. Submit a transition plan to meet the requirements outlined in Appendix 9.

### 4.2. Personnel.

4.2.1. Project Manager (PM). Provide an individual who will have full authority to act in all matters related to this contract. This individual will be responsible and accountable to the CO in representing the Service Provider for meeting the performance requirements of the contract. The name of this person and alternate(s) will be designated in writing to the CO no later than the pre-performance conference.

4.2.2. PM Availability. The PM or alternate(s) will be available during normal duty hours within 30 minutes of initial contact to meet on the installation with Government personnel. After normal duty hours, the PM or alternate(s) will be available within 60 minutes of initial contact. During crisis operations, the PM or alternate(s) will be available within 30 minutes.

4.2.3. Employees. Persons identified by the CO as a potential threat to the safety, security, or operational mission of the installation, and its population, will not be employed by the Service Provider. The PM, alternate(s), and service employees who deal directly with customers must be able to read, write, speak, and understand English.

4.2.3.1. Service Provider employees will be subject to toxicological testing as a result of an AFI 91-204, Safety Investigations and Reports investigation, when an individual(s) actions or in-actions are suspected as factors in a mishap sequence. Accomplish the specified testing using a

certified (i.e., approved by the Government) medical toxicological testing facility. Results of the test(s) will be provided to the Government solely for the purpose of completing an investigation to the standard of AFI 91-204.

4.2.3.2. Drug Free Workplace/Work Force. Comply with federal drug-free workplace and work force requirements IAW FARs 52.223-6 and 252.223.7004.

4.2.3.3. Present a neat appearance and be easily recognized as Service Provider employees. Accomplished this by the wearing of uniform shirts with the company name approved by the CO, and badges that will contain at a minimum, the company, and employee name. Badges will be of sufficient size and will be worn by employees in such a standardized manner as to be clearly visible.

4.2.3.4. Do not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Do not employ any person who is an employee of the Department of the Air Force, either military or civilian, unless such person receives approval according to DODD 5500-7, Standards of Conduct, and AFI 64-106, Air Force Industrial Labor Relations Activities.

4.2.4. Qualification of Personnel. Ensure personnel maintaining equipment identified in this SOW are qualified to applicable manufacturer or industry standards. Provide current employee qualifications.

4.2.5. Employee Training. Ensure all Service Provider personnel are trained to support the requirements of this SOW. Formulate a Training/Qualification/Certification Plan to establish and publish qualification and training standards. These standards will reflect personnel qualification levels commensurate with specific task(s) peculiar to telephone systems management, operations, and maintenance. The Plan will be submitted to CO for review prior to the contract start date. Ensure that all training is completed and documented prior to allowing the employee to perform work.

4.2.5.1. When it is of direct benefit of the Government as determined by the CO, Service Provider employees are eligible to enroll in Extension Course Institute courses and participate in Air Force training courses requiring Temporary Duty. When the Service Provider is directed by the CO to attend these courses, it will be provided at Government Expense.

4.2.5.2. The Government will not provide any training or certification for Service Provider employees except for training/certification specifically set forth in this SOW to include Section 3.

4.2.6. Security Requirements. Obtain security clearances for employees working in restricted areas, prior to contract start date. The servicing Security Forces Squadron (SFS) processes National Agency Checks (NAC) for Service Provider employees who require access to controlled/restricted areas or have access to sensitive information/equipment. The Service Provider assumes cost of conducting and processing personnel security investigations for security clearances. The Government retains the right under this contract to deny employment to any employee found to pose a security risk to the Government or Andersen AFB facilities. Failure of the Government to grant a clearance to an employee or the revocation of a clearance or base access privileges to any individual employed by the Service Provider will not serve as an excuse for failure to perform and will not serve as a basis for change in price.

#### 4.3. Quality Control.

4.3.1. Quality Control Plan (QCP). Provide a QCP. Any subsequent changes to the plan will be coordinated with the CO prior to its implementation. The QCP will include at a minimum:

4.3.1.1. A description of the inspection system to cover all services listed in the SOW. Description should include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, and the frequency of inspections.

4.3.1.2. A written safety and health plan which will include details of the Service Provider's safety organization, responsibilities, method of program implementation, and how hazards and deficiencies will be identified and corrected. It will detail employees' responsibilities for protection of Government property and safety of others, employees' responsibilities for reporting all mishaps, and establishing procedures for reporting or correcting unsafe conditions, hazards, or practices. The plan will also contain mishap notification and reporting procedures. Provide a central POC for safety and health related issues in writing to the CO.

4.3.1.3. A description of the system that will facilitate continuous improvement and address any negative trends and their corrective actions.

4.3.1.4. A description of the records to be kept to document inspections and corrective or preventive actions taken.

4.3.2. Inspection Records. The records of inspections will be kept and made available to the Government throughout the performance of the contract period and for the period after contract completion until final settlement of any claims under this contract.

4.3.3. Service Provider Innovative Practices. Any equipment and software substitutions (to include cost data) for any product(s) or method(s) that become available as a result of technical improvements will be evaluated by the CSO. If systems are identified for potential modification or enhancement to meet current and future needs of the user the CSO will evaluate recommendation for implementation based upon benefits to the Government.

#### 4.4. Quality Assurance.

4.4.1. Quality Assurance Surveillance Plan. The Government will evaluate the Service Provider's performance by using the Quality Assurance Surveillance Plan (QASP).

4.4.2. Surveillance. The QA Personnel will follow the methods of surveillance required from the Government's QASP. Government personnel will record all surveillance observations. When an observation indicates defective performance, the QA Personnel will require the Service Provider manager or designated representative at the site to initial the observation report. The initialing of the observation report does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance.

4.4.3. QA Personnel. The QA Personnel will participate in the administration of this SOW. Subsequent to contract start date, the identity of the QA Personnel and a brief list of their responsibilities will be furnished to the Service Provider.

4.4.4. Contract Clarification. Any matter concerning a change to the scope, prices, terms, or conditions of this contract will be referred to the CO and not to the QA Personnel.



**4.4.5. Performance Evaluation Meetings.** Performance Evaluation Meetings will be conducted as deemed necessary by the CO. The PM or alternate(s) will attend these meetings. The Service Provider may request a meeting with the CO when such a meeting is necessary. Written minutes will be recorded and signed by the PM and the CO. Non-concurrence by the Service Provider will be provided in writing to the CO within ten (10) calendar days following receipt of the minutes.

#### **4.5. Physical Security.**

**4.5.1. Government Property.** The Service Provider will be responsible for safeguarding all Government property and classified information under their control. All Government facilities, equipment, and materials utilized by the Service Provider will be secured to the standard of AFI 31-101 (currently under revision) and AFI 31-209/36ABW Sup 1.

**4.5.2. Restricted Areas.** Limit requests for access to restricted areas to employees whose duties require entry into such areas. Contact the Government Security Officer for proper processing procedures and provide the necessary documents for each issuance of a Restricted Area Badge. Only those individuals issued restricted area badges are authorized unescorted access to restricted areas. The Government retains control over granting, denying, withholding, or terminating access to restricted areas for Service Provider employees. Granting of badges will not be unreasonably withheld. Failure of the Government to grant access badge to an employee or the revocation of access badge to any individual employed by the Service Provider will not serve as an excuse for failure to perform and will not serve as a basis for change in price.

**4.5.3. Controlled Areas.** Provide an escort to the standards of AFI 31-101 (currently under revision) and AFI 31-209/36ABW Sup 1. Maintain security of controlled areas and follow local directives on securing the areas identified in Appendix 5. When visitors need access to these areas, provide an escort, as required (see workload estimate in Appendix 2).

**4.5.4. Key Control.** Ensure all Government keys issued to the Service Provider are not lost and are not used by unauthorized persons. Do not duplicate any keys issued by the Government.

**4.5.4.1.** Report all lost, stolen, and duplicated keys to QA Personnel or the CO.

**4.5.4.2.** In the event keys are lost or duplicated, the Service Provider may be required to, upon written direction of the CO, re-key or replace all affected locks without cost to the Government. The Government may, at its option, replace all affected locks or perform re-keying and deduct the cost from the scheduled payment due the Service Provider.

**4.5.4.3.** Restrict the use of keys issued by the Government to Service Provider employees only.

**4.5.5. Lock Combinations.** Control access to Government provided lock combinations to preclude unauthorized entry. Change the combination at least once a year, when personnel transfer from the work center, when combination is compromised or when an individual is removed from the Entry Authorization Letter.

#### **4.6. Computer Security (COMPUSEC).**

**4.6.1. Computer Security Program.** Comply with established COMPUSEC program to protect classified, sensitive, and unclassified information processed in Information Systems (IS), which

are furnished to, and operated by, the Service Provider. Comply with all existing and future applicable USAF, MAJCOM, and local computer security directives to include Air Force Instruction (AFI) 33-202, AFI 33-203, AFI 33-114, Air Force Systems Security Instruction (AFSSI) 5024 Volumes I-IV (the Certification and Accreditation process), and AFSSI 5027.

**4.6.2. Security Awareness and Training Education (SATE) Program.** Service Provider personnel will be required initial and annual SATE training to the standards of AFI 33-204. Service Provider will comply with the established C4 Systems SATE program to integrate security education, training, and awareness covering the COMSEC, COMPUSEC, and Emissions Security disciplines.

#### **4.7. Hours of Operation.**

**4.7.1. Normal Hours of Operations.** Base normal duty hours are from 0730 –1630, five days per week, Monday through Friday. Support the mission during these hours except recognized Federal holidays.

**4.7.2. After-hours Trouble Calls.** Provide a point of contact after duty hours for responding to priority troubles listed in SOW or as directed by the CSO. The Service Provider will provide to 36 CS Maintenance Control, a listing of all on-call personnel to contact in the event of a trouble during non-duty hours. Keep this listing current. On-call personnel shall be reachable within 15 minutes of initial attempts.

#### **4.8. General Housekeeping.**

**4.8.1. Facilities.** Service Provider will be responsible for janitorial and custodial services within the areas of government-provided facilities as identified in Appendix 3. Routinely inspect facilities, inside and outside for cleanliness, safety hazards, or repair actions. Correct those discrepancies within Service Provider responsibility or report other discrepancies to QA Personnel for correction. Assist the QA Personnel in mishap or incident investigation and reporting. Ensure outside of facilities is free of obstructions such as trash, and excess equipment. Remove trash from work areas and separate recycling materials into appropriate containers.

**4.8.2. Utilities Conservation.** Ensure that all employees practice utilities conservation.

**4.9. Privacy Act (PA).** Be familiar with the provisions of the PA (5 U.S.C. 552a/DOD 5400.11-R/AFI 33-332). Appoint a Privacy Act Monitor (PAM) in accordance with AFI 37-132/HQ PACAF Sup 1, paragraph 1.4.8 (or its successor). Ensure that person receives required training through the Base Privacy Act Officer at 36 CS/SCBR, to ensure compliance and administer the local program within the Service Provider's area of responsibility.

**4.10. Freedom of Information Act (FOIA).** All official Government records affected by this contract are subject to the provisions of the FOIA (5 U.S.C. 552/DoD 5400.7-R/AF Supplement). Any request received by the Service Provider for access/release of information from these records to the public (including Government/contractor employees acting as private citizens), whether oral or in writing, will be immediately brought to the attention of the CO for forwarding to the Base FOIA Manager, 36 CS/SCBR, to ensure proper processing and compliance with the Act.

## Appendix 1

### Glossary and Definitions

**A1. Purpose.** Definitions and terms in this appendix are controlling for purposes of interpreting this SOW. This glossary also contains terms and acronyms not used in this SOW for reference and/or information.

#### A1.1 Definitions.

**Access.**

- (1). The ability to enter or gain admittance to a facility.
- (2). The connection to a communications channel path or its equipment.

**Activation.** The effort to bring into service a channel, equipment, or circuit (other than those associated with WO) to replace a defective channel.

**Ancillary Equipment.** Equipment, supplementary or auxiliary to a telephone system or instrument, which includes such components as speakerphones, line busy indicators, buzzers, headsets, jacks, terminals, accounting systems, conferencing systems, printers, maintenance and administration terminals, etc.

**Base Distribution System (BDS).** The BDS is a base level information transfer network, which includes the transmission media (e.g., twisted pair, fiber optics, etc.) and associated hardware (e.g., manhole and duct system, pedestals, telephone poles, etc.). BDS cables DMARC at the Central Office or Remote Office distribution frame/patch panels and extends to building entrance terminals. The following BDS cable segment types are used to determine the area of the cable distribution:

- (1). Feeder Distribution Cable - cable for a service zone area
- (2). Branch Distribution Cable - cable branching from a feeder cable to serve a building(s)
- (3). Taper Point - cable transition from a larger count to a smaller count
- (4). Distribution Cable - (building entrance terminal cable) cable to a building entrance terminal block
- (5). Service Cable - 4/6-wire cable to a single user (not premise wiring)
- (6). Trunk Cable - cable connecting two Central Offices and/or Remote Office

**Base Telecommunication System (BTS).** A system to provide total telephone service, to include the telephone switch, remote switching equipment, customer premise equipment, reserve power equipment, and other necessary ancillary equipment.

**Bench Stock.** Bench stock is a pre-positioned stock of equipment or hardware components used on a regular basis.

**Billing.** Information related to bills created by long distance calls, DSN, operator assistance calls, authorization code, custom design billing, etc.

**Cable Assignment Information Retrieval System (CAIRS).** A computerized database that identifies base telecommunication channels (e.g., cable pair, fiber strands, multiplexer channels), terminal locations, and termination points. It also is used to log and track trouble tickets, and indicates channel use, i.e., alarm, telephone line, hotline, etc.

**Central Office.** Base telephone exchange/switching systems, Air Force Network Control Center, or other Government node installation providing centralized communications services and facilities. These installations provide connectivity between customer premise workstations and on/off-base network equipment.

**Channel.** A circuit path. Several channels may share a common transmission system.

**Circuit.** A means of two-way communications between two points.

**Circuit Availability.** The percent of time a circuit was operational during a specified period of time, computed as follows:

$$\text{Circuit Availability} = 1 - \left[ \frac{(\text{Total Circuit Outage Time})}{(\text{Total Circuit Outage Time} + \text{Total Circuit Operational Time})} \right] \times 100$$

**Communication Requirements.** Communications Requirements are those service requests necessary to satisfy BTS equipment adds, moves, changes, and installations. Examples include, but are not limited to future equipment installations, removals, or relocations; installation or removal of cables/transmission media as required to support new requirements, and LAN connections via Category 5 wiring.

**Communication Room.** Any space which houses telecommunications switching equipment, transmission equipment, or terminal connection blocks.

**Communications-Computer System Installation Records (CSIR).** Records of the BTS plant consisting of drawings, printed matter (i.e., charts, maps, diagrams, and schematics), line record cards, cable assignment records, and other related material necessary to describe the installed BTS plant/facility.

**Communications-Computer System Officer (CSO).** The commander of the base communications unit or his/her designated representative is the CSO. For the purpose of this contract activity, references to the Communication System Officer will be taken to mean that the Service Provider will coordinate primarily with the Communication System Officer's designated representative.

**Communications Security (COMSEC).** Protective measures taken to deny unauthorized persons information derived from telecommunications of the U.S. Government relating to national security and to ensure the authenticity of such communications.

**Communications System.** An overall term used to describe communications facilities including associated equipment and transmission media.

**Contingency.** An emergency involving military forces caused by natural disasters, terrorists, subversives, or by required military operations. Due to the uncertainty of the situation, contingencies require plans, rapid response, and special procedures to ensure the safety and readiness of personnel, installations, and equipment.

**Contract Period.** The period of the contract in effect as a result of award of the contract or issuance of a delivery order for the basic period or the exercise of an option for an additional contract term. Contract periods are referenced in Section B, Section F, and Section I of the contract. This period may be less than twelve months but will not exceed 12 months. For SOW sections specifying a particular number of actions/distances, etc. during a contract period for which the actual contract period is less than 12 months, the number referenced in the SOW section should be divided by 12, rounded up to the next digit and multiplied by the number of full months in the actual contract period.

**Contracting Officer (CO).** The only person authorized to obligate the Government to a course of action and is responsible for all contractual aspects of the contract.

**Cross-Connects.** Connections at demarcation points are required to establish an overall end-to-end service between facility segments. A cross-connect may physically or electronically interconnect channels. Cross-connect efforts will include testing and records updating. Cross-connects will not be used inside buildings or other locations where a fire hazard would occur. Cross-connects will be installed to prevent shorts or unexpected signal or energy losses.

**Customer Premise Equipment (CPE).** CPE consists of those items at or near the customer workstation area to conduct electronic communications. CPE includes telephone instruments, alarm systems, paging systems, and terminal equipment. (This does not include Automatic Data Processing Equipment).

**Data Administration (System Administration).** Effort required to add, remove, change, update, or query system data to include: modification of directory numbers, classes of service, features, trunk group numbers, trunk type, service circuit type, digital and route translations, message routes, thresholds, test tables, network management control variables, etc.

**Data Link.** The transmission facilities (line converters, modems, transmitters, receivers) used for transmission of information between two or more stations.

**Date of Service.** Identifies the date when a Telephone Number Record (TNR)/Circuit Number Record (CNR), etc., was established in the system.

**Deactivate.** All service actions and efforts necessary to discontinue the end-to-end service and connectivity, “turn-off” service equipment, and update data/system administration records. Includes all labor, tools, and miscellaneous materials necessary to accomplish the deactivation. Deactivating a service or equipment implies that the equipment will remain in place to be reactivated at some future time with different characteristics. **Removal** actions return CPE to the CSO and clear all cross-connects from patch panels and terminals. **Reactivate** action: “turn-on” equipment that was “deactivated”.

**Defective Service.** A service output that does not meet the standard of performance required by the contract.

**Defense Switched Network (DSN).** A Government telecommunications network to provide command and control connectivity between interconnected DSN nodes.

**Directory Assistance Information.** Information needed to assist switchboard operator to include customer name, office information, directory number, etc.

**Demarcation point.** The interface point between phone/telecommunications systems; usually between customer and provider or areas of responsibility.

**Duty day.** A normal duty day constitutes the normal duty hours of 0730 –1630.

**Exercise.** A military maneuver or simulated wartime operation involving planning, preparation, and execution. It is carried out for the purpose of training and evaluation. It may be a combined, joint, or single-service exercise, depending on participating organizations.

**Government Furnished Equipment (GFE).** Government assets furnished.

**Inside Plant.** Equipment associated with a Central Office, Remote Office or communication room, which contains electronic equipment, a distribution frame, cable racks, and power system.

**Interfaces.** The point of interconnection between two systems or equipment.

**Intermediate Distribution Frame (IDF).** A distribution frame located in a Central Office or Remote Office to cross-connect equipment.

**Isolation.** The action required to locate a failure within a system using test equipment.

**Leased Communication (LC) Liaison.** Manages the Telephone Control Officer (TCO) program, verifies various bills, and coordinates communications requirements from and to outside agencies.

**Local Area Network (LAN).** A telecommunications system designed to provide data, voice, imagery, video, graphics, and other forms of electronic communications.

**Main Distribution Frame (MDF).** A distribution frame, which terminates the permanent outside lines entering the telephone switching system and also terminates the telephone switching equipment.

**Maintenance.** All actions taken (to the standard of applicable publications) to maintain equipment in a serviceable condition or to restore it to a serviceable condition to include inspection, periodic testing, adjustment, repair, rebuilding, reclamation, and any wiring required for switched circuits other than those associated with Central Office equipment or WO installations. The effort includes the replacement of defective circuit packs (e.g., line and trunk cards, common control cards, data interface cards, etc.) and CPE and associated Premise Wiring. Includes preventive maintenance, to the standard of applicable publications, and other routine work to optimize the life expectancy of the equipment and cable systems.

**Master Station Log.** A Master Station Log is the official narrative record maintained to record significant events (e.g., power failures, complete system outages, major equipment outages or impairments, and any other event that may have an impact in operation of the BTS), time verification, shift or watch changes, special tests, routine maintenance tasks, etc.

**On-Call.** Technician is not required to be physically present in the work center. However, personnel performing on-call duty must have a means of being contacted (telephone, cell-phone, beeper, etc.) so they can respond to troubles within a specified time limit.

**Outside Plant.** See Premise Wiring

**Premise Wiring.** The building wiring system consisting of various demarcation points and cabling extending communications services within a building from a centralized communication room. Premise wiring starts at the building communication room or demarcation point. Building entrance terminals provide a transition from BDS to premise wiring. Premise wiring includes voice grade, Cat 3, Cat 5, coax, fiber optic, etc. wiring and termination to jacks/plugs. Riser and tie cables are also included.

**Preventive Maintenance.** The periodic inspection, cleaning, adjusting, and repairing to prevent problems before they affect service.

**Proprietary Telephone.** Telephones designed for use in specific telephone systems. Normally such telephones are not compatible with other brands of systems.

**Remote Office.** An extension of a Central Office usually connected by Trunk Cables. (See Central Office and BDS.)

**Reactivate.** All service actions and efforts necessary to restore the end-to-end service and connectivity; "turn-on" service equipment, and update data/system administration records. Includes all labor, tools, and miscellaneous materials necessary to accomplish the restoral. Reactivating a service or equipment implies that the equipment is in place. Effort includes assignment of characteristics.

**Reliability.** The probability that an electronic item will perform its intended function for a specified interval under stated conditions.

**Relocation.** Includes all labor, tools, and miscellaneous materials necessary to **Deactivate** a service, move equipment to another location, and **Reactivate** equipment or hardware at the new location. Typically, the relocation of active equipment involves removal of cross-connects from the old circuit path and installing cross-connects for the new circuit path. This effort includes the data/system administration actions necessary to complete the relocation.

**Removal.** Includes all labor, tools, and miscellaneous materials necessary to **Deactivate** services, clear associated cross-connect from frames and terminals, remove, return, and dispose of equipment and/or hardware and material as determined by the CSO.

**Response Time.** The time between notification and arrival at the location of a fault or degradation.

**Restoration Priority List (RPL).** A list of systems, equipment, or circuits, and their restoration criteria established by the CSO. The Government will provide a new RPL as changes occur.

**Scheduled Service Outage.** A break in service availability scheduled to permit maintenance.

**Service Provider.** Contractor organization or MEO providing service under this contract.

**Telephone Control Officer (TCO).** The individual who authorizes and controls long distance telephone toll calls and acts as the focal point for reviewing all unit communications requirements before submitting them to the Communications Squadron.

**Transmission Equipment.** Equipment that sends or receives information signals. Includes multiplexers, T-1 spans, channel banks, microwave equipment, repeaters, data terminal equipment, modems, etc.

**Trouble.** If a trouble significantly affects a mission, the CSO may designate the category of trouble as the mission dictates. Any loss of call handling capability or network connectivity is further defined as follows:

- (1). **Emergency Trouble.** If a trouble significantly affects a mission, the CSO may declare the trouble an Emergency.
- (2). **Catastrophic Trouble.**
  - (a). Loss of over 75% or more of total call-handling capability of any communications system.
  - (b). Loss of any Primary or Secondary Crash System or any portion thereof.
  - (c). Loss of LAN connectivity affecting 100 or more users.
  - (d). Failure of one or more circuits listed in the Base Restoration Priority List
- (3). **Serious Trouble.**
  - (a). Loss of over 25% or more of total call-handling capability of any communications system.
  - (b). Major alarm of any switching system identified in Appendix 3.
  - (c). Loss of the Commanders Net or Land Mobile Radio telephone/radio circuits.
  - (d). Total loss of telephone service within a building.
  - (e). Loss of LAN connectivity affecting 15-99 users.
- (4). **Routine Trouble.** Other troubles not included in the above categories

**Trunk.** A communications channel between two switching system facilities.

**Work Area.** The area provided by the Government for employees to perform assigned work as required for Service Provider operations.

**Work Orders (WO).** Service Provider generated communications order necessary to satisfy BTS Communications Requirements for equipment moves, changes, and installations, but will not exceed system capacity unless specifically approved by the CO. Communication Requirements are submitted to the Service Provider using 36 ABW Form 10 or AF Form 3215.



Description	Quantity
Wrench Set	2

## A3.2.4 ADPE

DESCRIPTION	QUANTITY
Laser Jet Printer	9
17" Monitor	19
Pentium 400 CPU (or higher)	19

## A3.2.5 TMDE

MAKE	MODEL	DESCRIPTION	QUANTITY
Fluke	89 IV	Digital Multimeter	1
3M	V/C 24	Signaling Test Set	1
Sage	930A	Communications Test Set	1
Microtest	2938-4007-01	LAN Test Set	4

A3.2.6 Vehicles – **DELETED-**

## A3.3 Materials

DESCRIPTION	QUANTITY
1 Dual Modem Space	60
12 Gauge Wire	1 roll
2 Dual Modem Spaces	120
20 Gauge Wire	2 rolls
24 Gauge Wire	1 roll
4 Conductor 22 AWG (JK)	51
4 Dual Modem Spaces	80
6 Gauge Wire	1 roll
6 Row Connecting Block	30
8 Pin Connectors	700
8 Position Amphenol Connectors	10
Anchor Kit	4
Anchors	56
Arrestor, Electric	67
Banders	2
Beehive Lamps	3
Belden 8450 VW-1 PG	1 roll
Bench Stock Markers	8
Blank Faceplate Covers	24
Blank Faceplate, Metal	36
Blank Modules	45
Block, Connecting	35
Bolts	67

**WAGE DETERMINATION NO: 94-2147 REV (15) AREA: GU, ISLAND-WIDE (APPENDIX NO: 12)**

WAGE DETERMINATION NO: 94-2147 REV (15) AREA: GU, ISLAND-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W. Gross Division of  
Director Wage Determinations

Wage Determination No.: 1994-2147

Revision No.: 15

Date Of Last Revision: 05/10/2001

States: **Guam**, Northern MarianasArea: **Guam** Statewide

Northern Marianas Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

## OCCUPATION TITLE

## MINIMUM WAGE RATE

## Administrative Support and Clerical Occupations

Accounting Clerk I	10.04
Accounting Clerk II	10.58
Accounting Clerk III	11.94
Accounting Clerk IV	14.09
Court Reporter	12.59
Dispatcher, Motor Vehicle	11.75
Document Preparation Clerk	8.40
Duplicating Machine Operator	8.40
Film/Tape Librarian	11.10
General Clerk I	7.85
General Clerk II	8.81
General Clerk III	9.29
General Clerk IV	10.55
Housing Referral Assistant	12.80
Key Entry Operator I	8.25
Key Entry Operator II	9.44
Messenger (Courier)	8.24
Order Clerk I	9.45
Order Clerk II	10.31
Personnel Assistant (Employment) I	10.15
Personnel Assistant (Employment) II	11.46
Personnel Assistant (Employment) III	13.70
Personnel Assistant (Employment) IV	13.95
Production Control Clerk	14.48
Rental Clerk	11.10
Scheduler, Maintenance	11.10
Secretary I	11.10
Secretary II	12.59
Secretary III	12.80
Secretary IV	14.23
Secretary V	15.78

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Service Order Dispatcher	10.41
Stenographer I	10.05
Stenographer II	11.10
Supply Technician	14.23
Survey Worker (Interviewer)	12.80
Switchboard Operator-Receptionist	8.29
Test Examiner	12.59
Test Proctor	12.59
Travel Clerk I	9.44
Travel Clerk II	10.17
Travel Clerk III	10.84
Word Processor I	10.73
Word Processor II	11.89
Word Processor III	13.32
Automatic Data Processing Occupations	
Computer Data Librarian	8.98
Computer Operator I	9.89
Computer Operator II	12.56
Computer Operator III	13.99
Computer Operator IV	15.51
Computer Operator V	17.38
Computer Programmer I (1)	11.03
Computer Programmer II (1)	13.64
Computer Programmer III (1)	16.71
Computer Programmer IV (1)	20.43
Computer Systems Analyst I (1)	16.13
Computer Systems Analyst II (1)	19.53
Computer Systems Analyst III (1)	23.63
Peripheral Equipment Operator	10.33
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	12.80
Automotive Glass Installer	11.86
Automotive Worker	11.86
Electrician, Automotive	12.80
Mobile Equipment Servicer	7.81
Motor Equipment Metal Mechanic	12.80
Motor Equipment Metal Worker	11.86
Motor Vehicle Mechanic	12.80
Motor Vehicle Mechanic Helper	7.81
Motor Vehicle Upholstery Worker	11.86
Motor Vehicle Wrecker	11.86
Painter, Automotive	12.13
Radiator Repair Specialist	11.86
Tire Repairer	7.81
Transmission Repair Specialist	11.86
Food Preparation and Service Occupations	
Baker	10.47
Cook I	7.37
Cook II	10.47
Dishwasher	6.50
Food Service Worker	6.50
Meat Cutter	10.47
Waiter/Waitress	6.57
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.00
Furniture Handler	8.85
Furniture Refinisher	13.00
Furniture Refinisher Helper	8.85

Furniture Repairer, Minor	9.49
Upholsterer	12.72
General Services and Support Occupations	
Cleaner, Vehicles	6.54
Elevator Operator	7.89
Gardener	9.30
House Keeping Aid I	6.52
House Keeping Aid II	7.45
Janitor	7.89
Laborer, Grounds Maintenance	7.73
Maid or Houseman	6.52
Pest Controller	10.66
Refuse Collector	7.14
Tractor Operator	8.76
Window Cleaner	8.07
Health Occupations	
Dental Assistant	13.20
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	11.51
Licensed Practical Nurse II	12.93
Licensed Practical Nurse III	14.46
Medical Assistant	10.20
Medical Laboratory Technician	11.47
Medical Record Clerk	9.77
Medical Record Technician	13.59
Nursing Assistant I	7.43
Nursing Assistant II	8.35
Nursing Assistant III	9.11
Nursing Assistant IV	10.22
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	15.11
Registered Nurse II	18.49
Registered Nurse II, Specialist	18.49
Registered Nurse III	22.37
Registered Nurse III, Anesthetist	22.37
Registered Nurse IV	26.80
Information and Arts Occupations	
Audiovisual Librarian	13.82
Exhibits Specialist I	11.15
Exhibits Specialist II	13.82
Exhibits Specialist III	16.91
Illustrator I	11.15
Illustrator II	13.82
Illustrator III	16.91
Librarian	15.31
Library Technician	12.61
Photographer I	8.37
Photographer II	9.36
Photographer III	11.60
Photographer IV	14.19
Photographer V	17.18
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.24
Counter Attendant	6.24
Dry Cleaner	7.42
Finisher, Flatwork, Machine	6.24
Presser, Hand	6.24

Presser, Machine, Drycleaning	6.24
Presser, Machine, Shirts	6.24
Presser, Machine, Wearing Apparel, Laundry	6.24
Sewing Machine Operator	7.81
Tailor	8.21
Washer, Machine	6.63
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	13.00
Tool and Die Maker	15.38
Material Handling and Packing Occupations	
Forklift Operator	12.23
Fuel Distribution System Operator	12.96
Material Coordinator	15.65
Material Expediter	15.65
Material Handling Laborer	8.74
Order Filler	8.35
Production Line Worker (Food Processing)	12.23
Shipping Packer	11.91
Shipping/Receiving Clerk	11.91
Stock Clerk (Shelf Stocker; Store Worker II)	8.58
Store Worker I	8.55
Tools and Parts Attendant	12.23
Warehouse Specialist	12.23
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	13.73
Aircraft Mechanic Helper	8.85
Aircraft Quality Control Inspector	16.44
Aircraft Servicer	12.00
Aircraft Worker	12.72
Appliance Mechanic	12.72
Bicycle Repairer	8.85
Cable Splicer	13.73
Carpenter, Maintenance	13.00
Carpet Layer	12.72
Electrician, Maintenance	13.97
Electronics Technician, Maintenance I	13.42
Electronics Technician, Maintenance II	13.72
Electronics Technician, Maintenance III	16.69
Fabric Worker	12.00
Fire Alarm System Mechanic	13.73
Fire Extinguisher Repairer	9.24
Fuel Distribution System Mechanic	13.73
General Maintenance Worker	10.78
Heating, Refrigeration and Air Conditioning Mechanic	14.23
Heavy Equipment Mechanic	14.81
Heavy Equipment Operator	13.73
Instrument Mechanic	13.73
Laborer	7.05
Locksmith	13.00
Machinery Maintenance Mechanic	14.16
Machinist, Maintenance	13.73
Maintenance Trades Helper	8.25
Millwright	13.73
Office Appliance Repairer	13.00
Painter, Aircraft	12.48
Painter, Maintenance	13.00
Pipefitter, Maintenance	14.07
Plumber, Maintenance	13.32

Pneudraulic Systems Mechanic	13.73
Rigger	13.73
Scale Mechanic	12.72
Sheet-Metal Worker, Maintenance	14.22
Small Engine Mechanic	12.72
Telecommunication Mechanic I	13.73
Telecommunication Mechanic II	14.27
Telephone Lineman	13.73
Welder, Combination, Maintenance	13.13
Well Driller	13.73
Woodcraft Worker	13.73
Woodworker	11.44
Miscellaneous Occupations	
Animal Caretaker	7.57
Carnival Equipment Operator	9.06
Carnival Equipment Repairer	9.59
Carnival Worker	7.40
Cashier	7.06
Desk Clerk	8.34
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.71
Recreation Specialist	11.56
Recycling Worker	10.31
Sales Clerk	7.75
School Crossing Guard (Crosswalk Attendant)	7.64
Sport Official	8.71
Survey Party Chief (Chief of Party)	14.77
Surveying Aide	9.50
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.67
Swimming Pool Operator	11.00
Vending Machine Attendant	9.41
Vending Machine Repairer	11.00
Vending Machine Repairer Helper	9.41
Personal Needs Occupations	
Child Care Attendant	8.34
Child Care Center Clerk	10.40
Chore Aid	5.55
Homemaker	11.58
Plant and System Operation Occupations	
Boiler Tender	13.73
Sewage Plant Operator	13.00
Stationary Engineer	13.73
Ventilation Equipment Tender	8.85
Water Treatment Plant Operator	13.00
Protective Service Occupations	
Alarm Monitor	9.54
Corrections Officer	10.60
Court Security Officer	10.60
Detention Officer	10.60
Firefighter	10.60
Guard I	6.28
Guard II	9.73
Police Officer	10.60
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.02

Hatch Tender	14.02
Line Handler	14.02
Stevedore I	13.34
Stevedore II	14.68
<b>Technical Occupations</b>	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	13.83
Archeological Technician II	15.46
Archeological Technician III	19.14
Cartographic Technician	21.07
Civil Engineering Technician	16.50
Computer Based Training (CBT) Specialist/ Instructor	16.93
Drafter I	12.30
Drafter II	13.83
Drafter III	15.46
Drafter IV	19.14
Engineering Technician I	11.64
Engineering Technician II	13.06
Engineering Technician III	14.62
Engineering Technician IV	18.10
Engineering Technician V	22.24
Engineering Technician VI	27.36
Environmental Technician	14.09
Flight Simulator/Instructor (Pilot)	18.62
Graphic Artist	15.38
Instructor	17.16
Laboratory Technician	10.91
Mathematical Technician	16.48
Paralegal/Legal Assistant I	15.07
Paralegal/Legal Assistant II	17.02
Paralegal/Legal Assistant III	20.83
Paralegal/Legal Assistant IV	24.35
Photooptics Technician	16.48
Technical Writer	19.48
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	12.70
Weather Observer, Senior (3)	14.09
Weather Observer, Upper Air (3)	12.70
<b>Transportation/ Mobile Equipment Operation Occupations</b>	
Bus Driver	9.01
Parking and Lot Attendant	6.70
Shuttle Bus Driver	8.69
Taxi Driver	8.21
Truckdriver, Heavy Truck	10.77
Truckdriver, Light Truck	8.69
Truckdriver, Medium Truck	10.46
Truckdriver, Tractor-Trailer	10.77

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.